United States Bankruptcy Court

Southern District of New York

In re: Lehman Brothers Holdings, Inc., et al

Case Number 08-13555

Entity Name Lehman Brothers Holdings, Inc., et al

Entity Case Number 08-13555

Court ID (Court use only)
Jourt ID (Court use only)

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee Name of Transferor

Tradition Asiel Securities, Inc. Hapoalim Securities USA, Inc.

Name and Address where notices to transferee should be sent: Court Record Address of Transferor

(Court Use Only)

Tradition Asiel Securities, Inc.

75 Park Place 4th Floor

New York, NY 10007

Phone: 212-791-5434

Last Four Digits of Account #: Last Four Digits of Account #:

Name and Address where transferee payments

Name and Current Address of Transferor

should be sent (if different from above) Hapoalim Securities USA, Inc.

One Battery Park Plaza New York, NY 10004

Claim Amount: \$7,500,000.00

Phone: Same as Above Phone:

Last Four Digits of Account #: Last Four Digits of Account #:

Court Claim # (if known): 45228, 45236, 45229

Date Claim Filed: 10/23/2009

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ Richard Fels Date: 06/11/2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

DEADLINE TO OBJECT TO TRANSFER

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date:	
	CLERK OF THE COURT

PARTIAL Transfer of LBHI Claim #45228, 45236 & 45229 PROGRAM SECURITY

AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Hapoalim Securities USA, Inc. ("Seller"), hereby unconditionally and irrevocably sells, transfers and assigns to Tradition Asiel Securities, Inc. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Numbers 45228, 45236 and 45229 filed by or on behalf of Seller's predecessor-in-title (a copy of which is attached at Schedule 2 hereto) (together, the "Proof of Claim") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptey Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (e) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of PARTIAL Transfer of Claim; (f) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (g) neither Seller nor any of its predecessors-in-title has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (h) neither Seller nor any of its predecessors-in-title has accelerated any of the Purchased Securities
- Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e), including this Agreement and Evidence of PARTIAL Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
 - 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery

PARTIAL Transfer of LBH1 Claim #45228, 45236 & 45229 PROGRAM SECURITY

and performance of this Agreement and Evidence of PARTIAL Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation religiously fees and expenses, which result from Seller's breach of its representations and watranties made to the control of the consent of

- Seller's brench of its representations and walkanites made recoin (1).

 5. Seller shall promptly (but in any event no fater than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method, or via another settlement method agreeable to both Purchaser and Seller), as Purchaser may designate in writing to Seller. This Agreement and Evidence of PARTIAL Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Suller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Partial Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filling of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIM is executed this 22 day of June 2012.

1	Purchaser:
thepoalim Securities USA, Juc.	Tradition Asiel Securities, Inc.
By. Name: Dair & Love. Title: CEO	By: Redor Outels Name: Productels Title: EVP
By: Steve of Prayloff Title: CF0	By: Name: Title:
Address:	Address:
On buffer Rick Plata	75 Park Placo, 4th Floor New York, NY 10007

Dne#, US1:5895542v1

2

SE PROPERTY SE

Transferred Claims

Purchased Claim

100% (including all interest, costs and fees relating thereto) of the claim that is referenced in Proof of Claim number 45228 and relating to the Purchased Security described below.

100% (including all interest, costs and fees relating thereto) of the claim that is referenced in Proof of Claim number 45236 and relating to the Purchased Security described below.

100% (including all interest, costs and fees relating thereto) of the claim that is referenced in Proof of Claim number 45229 and relating to the Purchased Security described below.

Lehman Programs Securities to which Transfer Relates

EuroClear Blocking Number	8659809	8659809	8639209	
Maturity	23 June, 2014 23 June, 2014		23 June, 2014	
Coupon	N/A	N/A	N/A	
Principal/Notional Amount	\$1,965,800	\$1,142,600	\$4,391,600	
Guarantor	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	
Issuer	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Treasury Co.	
ISIN/CUSIP	XS0304195026	XS0304195026	XS0304195026	
Proof of Claim number	45228	45236	45229	
Description of Security	MTN7393	MTN7393	MTN7393	

PARTIAL Transfer of LBHI Claim #45228, 45236 & 45229 PROGRAM SECURITY

Schedule 2

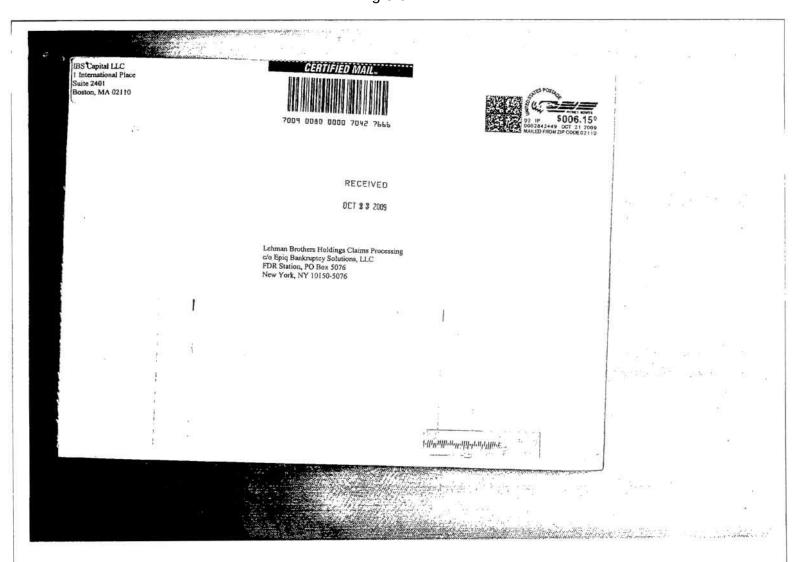
Copy of Proof of Claim 45228, 45236 & 45229

Doc#_US1:5895542v1

Lehman Brothers			URITIES PROGRAMS OF OF CLAIM		
In Re:	Holdings Inc., et al., Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC Lehman (- Southern District of New York Brothers Holdings Inc., Et Al.		
based on Lehn	m may not be used to file claims other than those nan Programs Securities as listed on man-docket.com as of July 17, 2009		08-13555 (JMP) 0000045228		
Creditor) The J IB Inte	s of Creditor: (and name and address where notices should be EBS TURNAROUND FUNC, L.P. S CAPITAI LLC Whatonal Place, Suite 2401 ton, MA 02110		Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on:		
Name and addres	s where payment should be sent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.		
Telephone number: Email Address: 1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ 3, 174, 240. 69 (Required) SCACAUIC attached					
Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities. 2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. X SO 3 15 2 4 4001 X SO 3 04 1 9 5 0 2 6 International Securities Identification Number (ISIN): SCNT QUIC Q Hachture (Required) X SO 3 4 9 5 0 6 10 4					
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.					
number:	nk Blocking Number, Euroclear Bank Electronic Instruction 198, 6036611, 6036614 (Requir	schodul	to attached		
you are filing this accountholder (i.e numbers.	earstream Bank, Euroclear Bank or other depository participa s claim. You must acquire the relevant Clearstream Bank, Eue. the bank, broker or other entity that holds such securities or Euroclear Bank Clearstream Bank or Other Depository	roclear Bank or other depository a your behalf). Beneficial holder	rs should not provide their personal account		
Accountholders	(Require		22904		
consent to, and an disclose your idea	roclear Bank, Clearstream Bank or Other Depository: Be deemed to have authorized, Euroclear Bank, Clearstream Bentity and holdings of Lehman Programs Securities to the Debus and distributions. Signature: The person filing this claim must sign it. Sign a of the creditor or other person authorized to file this claim a	ank or other depository to tors for the purpose of and print name and title, if any,	FILED / RECEIVED OCT 2 3 2009		
10 20 09	number if different from the potice address above. Attach co any for presenting fraudulent claim: Fine of up to \$500,000 or in	opy of power of attorney, if	EPIO BANKRUPTCY SOLUTIONS, LLC		
Penalty	for presenting frauditient claim: Fine of up to \$500,000 of the	inprisonment for up to 5 years, o			

Lehman Securities Proof of Claim The IBS Turnaround Fund, L.P.

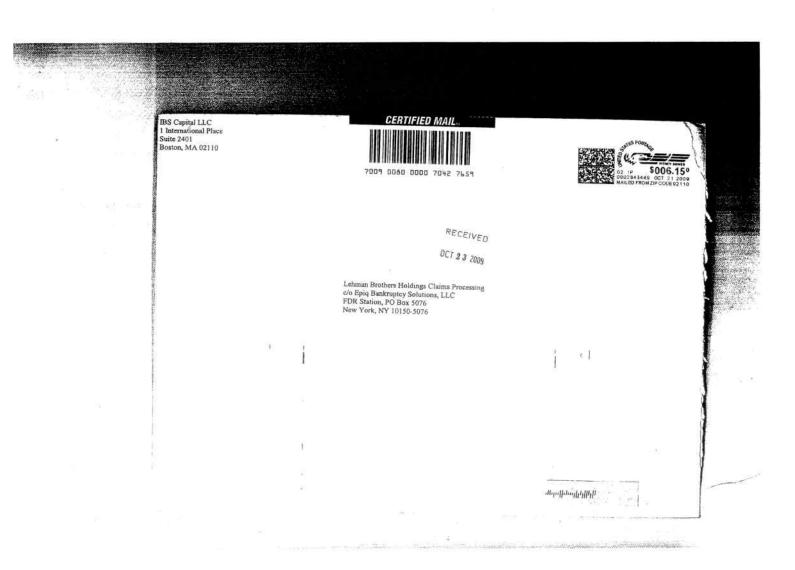
Description	ISIN	<u>Principal</u>	Accrued	Total Claim	Blocking #
1 Lehman Brothers Treasury Note Linked to S&P500 8/15/2010 2 Lehman Brothers Treasury 0% 6/23/2014 3 Lehman Brothers Treasury 8% 3/21/2018	XS0315264001 XS0304195026 XS0349506104	393,000.00 1,965,800.00 786;700.00	33,740.69	393,000.00 1,965,800.00 820,440.69	6036598
Total				3,179,240.69	



United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM				
Lehman Brothers Holdings Inc., et al., Debtors. Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al.				
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009	08-13555 (JMP) 0000045236				
Name and address of Creditor: (and name and address where notices should be Creditor) TRIBS OPPO/TUNITY FUND (BV) TBS CUPITAL LLC I INTERNATIONAL PLACE, SUITE 24 BOSTON, MA 07110 Telephone number: 6173105160 Email Address: dat @ 16	claim amends a previously filed claim. Court Claim Number: (If known) Filed on:				
Name and address where payment should be sent (if different from above)	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.				
Telephone number: Email Address: 1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ 1,840,678,78 (Required) Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.					
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. X SO3 152 16 4001 X SO3 0 4 195 0 96 International Securities Identification Number (ISIN): SMTd VIT a Hack TTd (Required) X SO3 495 0 6 10 4					
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:					
4. Provide the Clearstream Bank, Euroclear Bank or other depository participa you are filing this claim. You must acquire the relevant Clearstream Bank, Eurocountholder (i.e. the bank, broker or other entity that holds such securities or numbers. Accountholders Euroclear Bank Clearstream Bank or Other Depository	nt account number related to your Lehman Programs Securities for which roclear Bank or other depository participant account number from your a your behalf). Beneficial holders should not provide their personal account				
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: B	FOR COURT USE ONLY				
consent to, and are deemed to have authorized, Euroclear Bank, Clearstream B disclose your identity and holdings of Lehman Programs Securities to the Deb reconciling claims and distributions. Date. Signature: The person filing this claim must sign it. Sign a of the creditor or other person authorized to file this claim a number if different from the notice address above. Attach or any.	ank or other depository to tors for the purpose of and print name and title, if any, and state address and telephone FILED / RECEIVED OCT 2 3 2009				
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or it	mprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571				

Lehman Securities Proof of Claim The IBS Opportunity Fund (BVI), Ltd.

Description	ISIN	Principal	Accrued	Total Claim	Blocking #
1 Lehman Brothers Treasury Note Linked to S&P500 8/15/2010	XS0315264001	228,000.00	*	228,000.00	6036614
2 Lehman Brothers Treasury 0% 6/23/2014	XS0304195026	1,142,600.00	±1	1,142,600.00	6036598
3 Lehman Brothers Treasury 8% 3/21/2018	XS0349506104	456,500.00	19,578.78	476,078.78	6036611
Total				1,846,678.78	



United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c.o. Ergq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM				
In Re: Lehman Brothers Holdings Inc., et al., Debtors. Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000045229				
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009					
Name and address of Creditor: (and name and address where notices should be Creditor) MCIBS TURNAY OUND FUND (QP) (A LIME TBS CAPITAL ILC International Place, Suite 3401 BOSTON, MA 02110 Telephone number: U17-310-5160 Email Address: date 1650 Name and address where payment should be sent (if different from above) Same	claim amends a previously filed claim. Court Claim Number: (If known) Filed on:				
Telephone number: Email Address:					
1. Provide the total amount of your claim based on Lehman Programs Securities as of September 15, 2008, whether you owned the Lehmar and whether such claim matured or became fixed or liquidated before or after S dollars, using the exchange rate as applicable on September 15, 2008. If you are you may attach a schedule with the claim amounts for each Lehman Programs. Amount of Claim: \$ 1, 102, 747. 20 (Required)	Programs Securities on September 15, 2008 or acquired them thereafter, September 15, 2008. The claim amount must be stated in United States e filing this claim with respect to more than one Lehman Programs Security, Security to which this claim relates.				
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. X50315244001 X50304145026 International Securities Identification Number (ISIN): School Catalogue (Required) X50344506104					
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.					
Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction number: 6036598,6036611,6036614 (Require	schedule attached				
4. Provide the Clearstream Bank, Euroclear Bank or other depository participal you are filing this claim. You must acquire the relevant Clearstream Bank, Eurocuntholder (i.e. the bank, broker or other entity that holds such securities or numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository	roclear Bank or other depository participant account number from your a your behalf). Beneficial holders should not provide their personal account				
(Require					
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: B consent to, and are deemed to have authorized, Euroclear Bank, Clearstream B disclose your identity and holdings of Lehman Programs Securities to the Debureconciling claims and distributions.	y filing this claim, you ank or other depository to tors for the purpose of FOR COURT USE ONLY FILED / RECEIVED				
Date. O 20 O Signature: The person filing this claim must sign it. Sign a of the creditor or other person authorized to file this claim a number if different from the notice address above. Attach coany. Penalty for presenting fraudulent flaim: Fine of up to \$500,000 or in	nd print name and title, if any, nd state address and telephone				

Lehman Securities Proof of Claim
The IBS Turnaround Fund (QP) (A Limited Partnership)

Description	ISIN	Principal	Accrued	Total Claim	Blocking #
1 Lehman Brothers Treasury Note Linked to S&P500 8/15/2010	XS0315264001	879,000.00		879,000.00	6036614
2 Lehman Brothers Treasury 0% 6/23/2014	XS0304195026	4,391,600.00	2	4,391,600.00	6036598
3 Lehman Brothers Treasury 8% 3/21/2018	XS0349506104	1,756,800.00	75,347.20	1,832,147.20	6036611
Total				7,102,747.20	

